IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.2140 OF 2005

IN

SUMMARY SUIT NO.3900 OF 2003

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HICO International ...Plaintiff

v/s

Maytag Udyog (Pvt.) Ltd. ...Defendant

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Mr.C.S.Balsara with Mr.A.R.Bapat i/b Divya Shah & Associates for the Plaintiff.

Mr.Snehal Shah i/b Nivut Sruvastava for Defendant.

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CORAM: D.K.DESHMUKH, J.

DATED: 23RD MARCH,2007

P.C.:

By consent of parties Notice of Motion is disposed of in following terms:

(i) In case the Defendant deposits in this court an amount of Rs.14,00,000/- (Rupees Fourteen Lakh only) within a period of eight weeks from today and furnishes bank guarantee of further amount of Rs.13,00,000/- (Rupees Thirteen Lakh only) of a nationalised bank to the satisfaction of the Prothonotary & Sr.Master of this court, this Notice of Motion shall stand granted in terms of prayer clauses (a) & (b). In that event the office shall place the summons for judgment No.149 of 2004 before the court for hearing.

(ii) The amount to be deposited by the Defendant with due intimation to the Plaintiff. On the amount of Rs.14,00,000/- being deposited by the Defendant, the Prothonotary & Sr.Master shall permit the Plaintiff to withdraw the amount on furnishing bank guarantee of a nationalised bank to the satisfaction of the

Prothonotary & Sr.Master and also on furnishing an undertaking to bring back the amount on such terms and conditions as may be directed by this court and further undertaking that in the event of Plaintiff requiring to bring back the amount the rate of interest shall not be less than 12% p.a.

(iii) In case the amount is not so deposited or bank guarantee is not so furnished by the Defendant as directed above, this Notice of Motion shall be treated as dismissed. In that event the Plaintiff shall be entitled to execute the decree.

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